



Bhubaneswar Municipal Corporation

Notice No. 46115 /BMC / 2024-25

(File No. BMC/Engineering/XI-CE-16/2024/1129)

Dt: 12/11/2024

REQUEST FOR PROPOSAL FOR
SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR VARIOUS DRAIN
PROJECTS IN BHUBANESWAR

Bhubaneswar Municipal Corporation (BMC) invites proposals from reputed Agencies for supervision of various drain projects in Bhubaneswar. Interested agencies may participate for this tender and submit their proposal. The detailed Request for Proposal (RFP) document can be downloaded from BMC website: www.bmc.gov.in from **03.00 PM of 14.11.2024 to 04.00 PM of 28.11.2024**. The last date of receipt of technical and financial bids is **28.11.2024 till 4.00 PM** and the same would be opened on **29.11.2024 at 12 Noon**. The **Pre-bid meeting** is scheduled on **19.11.2024 at 04.00 P.M.** in the Conference Hall at BMC Office. Further details can be seen from the BMC Website. Any addendum/corrigendum/cancellation of tender can also be seen in the said website.

BMC reserves the right to cancel this invitation and / or invite fresh Bid / RFP with or without amendments to this invitation, without liability or any obligation for such invitation and without assigning any reason. BMC reserves the right to accept or reject any or all proposals without assigning any reason whatsoever.

Sd/-

**Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation**

Memo No. 46116 / Dt. 12-11-2024

Copy forwarded to the Director, Information & Public Relation Deptt. Odisha, Bhubaneswar/**Asst. Commissioner (PR & Communication), BMC** with a request to get it published in One English Newspaper (**Times of India, Odisha edition**) in addition to Two leading Oriya Daily Newspapers (**Samaj & Sambad**) on or before **14.11.2024** for wide circulation. The enclosed complimentary copy of the Newspapers connecting to the tender Call Notice may be sent to this office for reference & record. The cost of Advertisement will be borne by our office (Copy enclosed).

Sd/-

**Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation**

Memo No. 46117 / Dt. 12-11-2024

Copy submitted to PA to Hon'ble Mayor / PA to Commissioner for kind information of Hon'ble Mayor and Commissioner, BMC.

Sd/-
Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Memo No. 46118 / Dt. 12-11-2024

Copy submitted to the Additional Commissioner/ CFO, BMC /ZDC (North, SE, SW) / Secretary, Corporation Section, BMC for kind information.

Sd/-
Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Memo No. 46119 / Dt. 12-11-2024

Copy to City Engineer/ EE (Drainage) / EE-I/ EE-II / EE-III/ EE (Electrical)/DC(I&PR), BMC for information and necessary action.

Sd/-
Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Memo No. 46120 / Dt. 12-11-2024

Copy forwarded to the EIC (Water Resource Department) for kind information and with request to display the tender Call notice on the Office Notice Board.

Sd/-
Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

Memo No. 46121 / Dt. 12-11-2024

Copy to HA-cum-Acct., Drainage Division, BMC / Cashier / Advertisement Section / Office Notice Board of Bhubaneswar Municipal Corporation for information of all concerned and the intending bidders.

Sd/-
Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation



RFP No. 46115 / BMC/ 2024-25

Date: 12/11/2024

REQUEST FOR PROPOSAL

FOR

**SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR VARIOUS DRAIN
PROJECTS IN BHUBANESWAR**

BHUBANESWAR MUNICIPAL CORPORATION

ICOMC Tower, Unit-IX

Janpath, Bhubaneswar

Website- www.bmc.gov.in

DISCLAIMER

The information contained in this Request for Proposal document ("RFP") or any other information subsequently provided to Bidders, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to the RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Services. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense, which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this selection process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise however caused or arising from reliance of any Bidder upon the statements contained in this RFP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the selected Agency, as the case maybe, to provide the Services and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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DATA SHEET

Sl.No	Particulars	Details
1.	Name of the Authority	The Commissioner Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha
2.	Method of Selection	QCBS (70:30)
3.	Proposal Validity	180 Days
4.	Publication of RFP Notice	14/11/2024, 03:00 P.M.
5.	Deadline for Submission of Pre-Proposal / Pre-Bid Queries	Pre-bid queries shall be sent by 18/11/2024 by 4 PM to bmccentraltendercell@gmail.com
6.	Pre-bid meeting	The pre-bid meeting shall be held on 19/11/2024 at 04:00 PM at Office Chamber of Executive Engineer (Central Tender Cell), UG Floor, Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha
7.	Proposal Due Date	28/11/2024, 04:00 PM
8.	Date of opening of Technical Proposal	29/11/2024, 12 Noon
9.	Date of Technical Presentation	To be intimated later
10.	Date of opening of Financial Proposal	To be intimated later
11.	Bid Processing Fee (Non-Refundable)	Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred Only)- including GST) in form of Demand Draft in favor of Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank.
12.	Earnest Money Deposit (EMD)	Rs. 2,00,000/- (Rupees Two Lakhs Only) in the form of DD/BG in favor of Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar
13.	Performance Bank Guarantee (PBG)	10 % of the contract agreement amount
14.	Contact Person	Executive Engineer (Central Tender Cell) Bhubaneswar Municipal Corporation,

RFP for Selection of Project Management Consultant (PMC) for various Drain Projects in
Bhubaneswar

15.	Place of Opening of Proposal:	Venue: Office Chamber of City Engineer, LG Floor, Bhubaneswar Municipal Corporation (BMC), ICOMC Tower, Unit-9, Janpath, Bhubaneswar- 751022, Odisha
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1. RFP can be downloaded from BMC website i.e. www.bmc.gov.in (for view and download).
2. Subsequent corrigendum's / addendums / any other communications related to this tender, if required, shall appear in this website

SECTION: 1

LETTER OF INVITATION

LETTER OF INVITATION

Name of the Assignment: Selection of Project Management Consultant (PMC) for various Drain Projects in Bhubaneswar

1. Bhubaneswar Municipal Corporation (BMC), (the “**Authority**”) in accordance with the provisions under the Guidelines for Engagement of Consultants and Outsourcing of Services issued in the Office Memorandum No. 37323/F Dt. 30.11.2018 of the Finance Department, now invites **proposal from reputed agencies for providing Project Management Consultancy Services for various Drain Projects of BMC across Bhubaneswar.**
2. A bidder will be selected under **Quality and Cost Based Selection** procedure as prescribed in the RFP Document in accordance with the procedures prescribed herewith circulated vide Office Memorandum No. 37323/F, Dated: 30.11.2018 of Finance Department, Govt. of Odisha.
3. The RFP shall be available in **BMC website i.e. www.bmc.gov.in from 14/11/2024 till 28/11/2024.** The Technical proposal must be submitted in hard bound/ Spiral bound form serially numbered.
4. Evaluation of the proposals shall be made as per the evaluation criteria mentioned in the RFP prior to opening of financial proposal.
5. The total time period of the assignment will be for 12 Months. However, the time period shall be extended in line with the actual completion of the respective projects. Further, within the contract period of 12 months, new drainage projects may be added and accordingly, the number of manpower will be increased or decreased at respective sites after taking approval on the manpower deployment plan from the Authority.
6. Selection will be done on the basis of 2-stage process. In the 1st stage, Preliminary evaluation of the proposals will be done to determine whether the requisite documents / information have been properly furnished by the bidder or not (as per Point 1 of RFP). The technical proposal is required to be submitted in hard bound/ Spiral form exactly as per submission made with all pages numbered serially along with an index of submission. (Hard bound implies binding between two cover through stitching or otherwise where by it may not be possible to replace any paper without disturbing the documents) loose form, etc. will not be accepted. The Bids which meets all the compliances will only be considered as responsive. In the 2nd stage, Financial Proposals of those Agencies whose bids are found responsive will be opened. Interested consulting firms are requested to submit the documents in separate sealed covers: 1. General Eligibility and Compliances & 2. Financial Proposal. Proposals shall finally be ranked according to their financial quote. The award of work shall be done on least cost basis (Cost Based Selection approach) among the qualifying Agencies.
7. Both Financial and Technical Bids (in physical form) shall be submitted within the stipulated date and time as mentioned in the RFP and the hard copy of the technical proposal shall be sent through registered/speed post or courier service only (no drop box facility available) at the address mentioned below:

Executive Engineer (Central Tender Cell)

UG Floor, Bhubaneswar Municipal Corporation (BMC)
ICOMC Tower, Unit-9, Janpath,
Bhubaneswar- 751022, Odisha,

8. The proposal, complete in all respect as specified in the RFP Document, must be accompanied with a **non-refundable** amount of **Rs.11,800/- (Rupees Eleven thousand and Eight Hundred only)** towards **Bid Processing Fee** and **Rs. 2,00,000/- (Rupees Two Lakhs only)** towards **Bid Security/ EMD** in the form as prescribed in the RFP failing which the bid will be rejected
9. The last date and time for submission of proposal, date of opening of technical proposal as mentioned in the Bidder Data Sheet.
10. This RFP includes following sections:
 - a) Letter of Invitation [**Section – 1**]
 - b) Information to the Bidder [**Section – 2**]
 - c) Terms of Reference [**Section – 3**]
 - d) Technical Proposal Submission Forms [**Section – 4**]
 - e) Financial Proposal Submission Forms [**Section –5**]
 - f) Bid Submission Checklist [**Section –6**]
 - g) Standard Form of Contract [**Section –7**]
 - h) Annexure [**Bid Submission Checklist & Performance Bank Guarantee Format provided**]
11. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Authority's knowledge, the Authority holds no responsibility for accuracy of information, and it is the responsibility of the bidder to check the validity of information/data included in this RFP. The Authority reserves the right to accept / reject any / all proposals / cancel the entire selection process at any stage without assigning any reason thereof.

Sd/-

Executive Engineer (Central Tender Cell)
Bhubaneswar Municipal Corporation

SECTION: 2

INSTRUCTION TO BIDDERS

1. Pre-Qualification Criteria:

Prior to the evaluation of the Qualification Proposals, each Bidder's Eligibility Proposal will be assessed based on the following Eligibility Criteria (**Eligibility Criteria**). Each Bidder is required to provide copies of the following supporting documents/information as part of its Eligibility Proposal failing which the Proposal will be rejected.

SI No.	Description	Supporting Document
1	The Applicant shall either be a company / partnership firm with required experience and shall be registered under relevant Acts.	Documentary evidence shall have to be submitted along with the Proposal
2	Bidders should have experience in Project Management Consultancy (PMC)/ Authority Engineer (AE)/ Independent Engineer (IE) Services for infrastructure / construction projects for at least 10 (ten) years from the date of Incorporation as on the proposal due date. <i>This shall only be considered for the Bidder (legal entity submitting the proposal) and shall not be considered for parent company, sister companies, subsidiaries, associates etc.</i>	Documentary evidence shall have to be submitted along with the Proposal i.e. Work orders/ Agreement with the completion certificate as per Form TECH-5
3	Bidder must have successfully completed at least Three (3) assignments of similar* nature (having project value each \geq INR 200 Crores** , in the infrastructure / construction sector under Central / State Govt. / Municipal Corporations/ Externally Aided Projects / PSU / Autonomous bodies operated under Govt. administrative control during the last 10 Years as on the bid due date. <u>The assignment referred as above must be in single consultant's contract, not in consortium or joint venture or partnership.</u> <i>*Similar works refers to Project Management Consultancy services (including but not limited to project supervision, planning, design etc.) for projects related to construction of Water Supply, Waste Water, Drainage, roads, bridges, highways, buildings, multi-level car parking, airports, ports, waterfront projects, etc. as individual or combined projects.</i> <i>**Please note that project value refers to the total value of project including works and not the consultancy fee. Also, project cost can contain costs of multiple projects / project components, but all such projects must have been executed under a single contract / agreement.</i>	Copy of Work orders/ Agreement along with the completion certificate as per Form TECH-5

4	Experience in DPR preparation (water supply/ sewerage/ drainage) for at-least one project of value ≥ INR 200 Crores* of similar category for which RFP invited in last 10 financial years ending 2023-24. <i>*Please note that project value refers to the total value of project including works and not the consultancy fee.</i>	Copy of Work orders/ Agreement along with the completion certificate as per Form TECH-5
5	The average financial turnover must be at least INR 30 Crores from consulting / advisory business only during the last 3 financial years (ending 31 st March 2024).	Statutory Auditor certificate along with Balance Sheet and Profit & Loss Statement as per Form TECH-3
6	Bidder must not have been barred or blacklisted by the Gol, any state government, or any of its organisations from participating in any project or being awarded any contract and the bar subsists on the Proposal Due Date.	Undertaking as per Form TECH-7 on stamp paper of appropriate value.
7	A Bidder shall not have a Conflict of Interest. A Bidder shall be considered to have a Conflict of Interest if any of the conditions set out in Clause 13 of this RFP apply to the Bidder.	Self-Declaration from the Bidder as per Form TECH-6

Please note - For the purposes of this RFP, consortium / JV is not allowed.

1.1 Documents / Formats need to be submitted along with TECHNICAL PROPOSAL:

The bidders have to furnish the following documents duly signed in along with their Technical Proposal:

- Filled in Bid Submission Check List in Original (**Annexure-I**)
- Covering letter (TECH– 1) on Bidder’s letterhead.
- Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- General Details of the Bidder (TECH – 2)
- Financial Capacity of the Bidder (TECH – 3)
- Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- Project Experience of the bidder (TECH – 5)
- Undertaking regarding Conflict of Interest (TECH - 6)
- Undertaking for Non-Blacklisting (TECH-7)
- Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)

Bidders should submit the required supporting documents as mentioned above. Bids not conforming to the eligibility criteria and non-submission of required documents as listed above may lead to rejection of the bid. Submission of forged documents will also result in rejection of the bid. Bidders are advised to study all instructions, forms, terms & conditions and other important information as mentioned in the RFP Document. The proposal must be complete in all respect and indexed. Each page should be numbered and signed by the authorized representative.

2. Bid Processing Fee:

The bidder must furnish as part of technical proposal, the required bid processing fee amounting to Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred only) in form of Demand Draft in favour of the "Commissioner, Bhubaneswar Municipal Corporation", payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank as prescribed in the RFP failing which the bid will be rejected.

3. Earnest Money Deposit/ Bid Security:

The Bidder shall furnish as part of its Proposal, a bid security of Rs. 2,00,000/- (Rupees Two Lakhs only) in the form of BG/DD in favour of Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from Proposal Due Date. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180). In case successful bidder is announced, the Bid Security of all unsuccessful bidders shall be returned, while the Bid Security of the successful bidder shall continue to be effective until the successful bidder furnishes the Performance Bank Guarantee (as per the provisions of this RFP). The Bid Security shall be forfeited if (a) a successful bidder fails to sign the Agreement for whatever reason, or (b) the bidder withdraws the tender during the validity period of tender.

4. Validity of the Proposal:

Proposals shall remain valid for a period of 180 (One hundred and eighty) days from the date of opening of the technical proposal. The Authority reserves the rights to reject a proposal valid for a shorter period as non-responsive and will make the best efforts to finalize the selection process and award of the contract within the bid validity period. The bid validity period may be extended on mutual consent.

5. Pre -bid Queries / Pre-bid Meeting:

- a) Bidders are allowed to submit their queries in respect of the RFP and other details if any to BMC through e-mail to bmccentraltendercell@gmail.com , pmbmc@gmail.com till the timeline as per Bidder Data Sheet. Clarifications to the above will be uploaded on the BMC Website.
- b) The pre-bid meeting shall be held as per schedule mentioned in the bidder data sheet.
- c) If any information about the subject site is required by the prospective bidder prior to 3 (three) days from the last date of bid submission, the same can be obtained from:

Executive Engineer (Central Tender Cell)

UG Floor, Bhubaneswar Municipal Corporation (BMC),
ICOMC Tower, Unit-9, Janpath,
Bhubaneswar- 751022, Odisha,

Email - bmccentraltendercell@gmail.com

- d) BMC reserves the right not to offer clarifications on any issue or if it perceives that the clarifications can only be made at a later stage, it can do so at a later date.
- e) No extension of any deadline will be granted on the basis or grounds that BMC have not responded to any question or not provided any clarification

6. Preparation and Submission of Proposal:

6.1 Documents Comprising the Bid

The proposal shall be submitted in 2 (Two) parts in 2 (Two) separate envelopes/packages put together in 1 (one) single outer envelope. The outer envelope should be superscribed with the Bidder Name and Bidder Number. The 2 parts (collectively referred to as 'Proposal') shall be:

Part 1- Technical Proposal

Part 1, the “**Technical Proposal**” should have the following documents.

- i. Filled in Bid Submission Check List in Original (Annexure-I)
- ii. Covering letter (TECH– 1) on Bidder’s letterhead.
- iii. Bid Processing Fee & Earnest Money Deposit (EMD) as applicable
- iv. General Details of the Bidder (TECH – 2)
- v. Financial Capacity of the Bidder (TECH – 3)
- vi. Power of Attorney (TECH – 4) in favour of the person signing the Proposal on behalf of the Bidder.
- vii. Project Experience of the bidder (TECH – 5)
- viii. Undertaking for Non-Blacklisting (TECH-7)
- ix. Undertaking regarding Conflict of Interest (TECH - 6)
- x. Approach, Methodology & Work Plan to undertake the assignment (TECH - 8)
- xi. Undertaking on judicial proceedings and/or criminal offences on the Bidder's letterhead
- xii. Undertaking on failure to perform, expulsion from the project or termination of contract on the Bidder's letterhead
- xiii. Certificate of Incorporation, Copy of PAN & GST Registration
- xiv. RFP Document duly signed by Bidder’s Authorized Signatory.

Part 2- Financial Proposal

The Part 2, the “**Financial Proposal**” should be submitted as per the format for Financial Bid given in **Section 5**. inclusive of all statutory taxes but excluding GST

6.2 Submission of Bids

Each page of the two parts should be page numbered and in conformation to the eligibility qualifications and clearly indicated using an index page. The Authority will not consider any proposal that arrives after the deadline as prescribed in the Bidder Data Sheet. Any Proposal received after the deadline will be outrightly rejected by the Authority

- 6.2.1 The **Technical proposal (Part A)** and **Financial Proposal (Part B)** must be inserted in separate sealed envelopes, along with bidder’s name and address on the envelope and clearly marked as follows:

Part-A:

Technical proposal for

**“SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR VARIOUS DRAIN
PROJECTS IN BHUBANESWAR”**

Part-B:

Financial proposal for

**“SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR VARIOUS DRAIN
PROJECTS IN BHUBANESWAR”**

Both the envelopes i.e. envelope for **Part-A** and Envelope for **Part-B** must be packed in a separate sealed outer cover and clearly super scribed with the following:

Proposal for

**“SELECTION OF PROJECT MANAGEMENT CONSULTANT (PMC) FOR VARIOUS DRAIN
PROJECTS IN BHUBANESWAR”**

The Bidder's Name & address shall be mentioned in the left hand corner of the outer envelope.

The inner and outer envelopes shall be addressed to BMC, Bhubaneswar at the following address:

Executive Engineer (Central Tender Cell)

UG Floor, Bhubaneswar Municipal Corporation (BMC)

ICOMC Tower, Unit-9, Janpath,

Bhubaneswar- 751022, Odisha

Email-id: bmccentraltendercell@gmail.com

Note:

- a. If the outer envelope is not sealed and marked as mentioned above, then BMC will assume no responsibility for the tender's misplacement or premature opening. Telex, cable or facsimile tenders will be rejected.
- b. Bids shall be submitted through registered post or courier service at the address mentioned above. BMC shall not take any cognizance and shall not be responsible for delay/loss in transit or non-submission of the Bid in time.
- c. The Scope of Work to be carried out by the Selected Agency is detailed in Clause 2.1 and Annexure 6. The Bidders are required to quote for the entire scope of work detailed in Annexure 6, failing which the Bid will not be considered for evaluation.

Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal have to be signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder. Any conditional bids will be rejected.

7. Opening of the proposal:

- (i) Completed proposal must be submitted on or before the time and date stated in the Data Sheet.
- (ii) Opening of Proposals will be done in the presence of bidders whoever wants to attend for Technical proposals received through Courier/ registered post/ speed post.

(iii) The Financial Proposal will be opened for the shortlisted applicants who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later.

8. Evaluation of Proposal:

A three-step evaluation process will be conducted as explained below for evaluation of the proposals:

8.1 Preliminary Evaluation (1st Stage): Preliminary evaluation of the proposals will be done to determine whether the proposal comply with the prescribed eligibility condition (*pre-qualification criteria as mentioned in Sl. 1, Section-2*) and the requisite documents / information (as per Clause 6.1) have been properly furnished by the bidder or not.

*** Bids not complying with any of the above requirement will be out rightly rejected at the discretion of the Authority's authority.**

Only those bidders meeting both the following capability criteria will be “**Technically Qualified**” for the project

8.2 Technical Capability: Technical evaluation will be done only for those applicants who clear the requirements set in the ‘Pre-Qualification Criteria’. The Technical eligibility of the candidate shall be assessed based on the following criteria:

S. N.	Evaluation Criteria	Maximum Marks	Relevant Technical Form
1	<p>The bidder should have a minimum annual average turnover (from consulting / advisory business) of at least INR 30 Crores in the last 3 Financial Years (ending 31st March 2024)</p> <ul style="list-style-type: none"> • Average Annual Turnover greater than INR 30 Crores and up to INR 60 Crores – 10 Marks • Average Annual Turnover greater than INR 60 Crores and up to INR 90 Crores – (15 Marks) • Average Annual Turnover greater than INR 90 – (20 Marks) 	20	TECH-3

RFP for Selection of Project Management Consultant (PMC) for various Drain Projects in
Bhubaneswar

2	<p>Bidders must have successfully completed* at least Three (3) assignments of similar** nature (having Project Value \geq INR 200 Crores***, in the infrastructure / construction / Urban Infrastructure Development sector under Central / State Govt. / Externally Aided Projects / Autonomous bodies operated under Govt. administrative control during the last 10 (ten) years as on the proposal due date.</p> <p>For conditions related to the experience and definition of 'successful completion', 'project of similar nature' and 'project cost', please refer to Section-2, Clause 1, point 3 of table.</p> <ul style="list-style-type: none"> • For 3 completed similar projects conforming to the given conditions – 15 Marks • For <u>each</u> additional similar project conforming to the above conditions – 3 Marks 	30	TECH-5
3	<p>Experience in DPR preparation (water supply/ sewerage/ drainage) for at least one project of value \geq INR 200 Crores* of similar category for which RFP invited in last 10 financial years *</p> <p>1 Project- 4 Marks 2 Mark for each completed additional project</p> <p><i>*Please note that project value refers to the total value of project including works and not the consultancy fee.</i></p>	10	
4	**Evaluation of Key Personnel	10	TECH-5
4.1	Team Leader cum Project Management Expert- 1 No.	2	
4.2	Construction Manager - 1 No.	1	
4.3	Hydraulic Design Engineer - 1 No.	1	
4.4	Civil Design Engineer (Structural Engineer)- 1 No.	1	
4.5	Electro-Mechanical Engineer - 1 No.	1	
4.6	Quality Control Engineer -Civil - 1 No.	1	
4.7	Quantity Surveyor – 1 No.	1	
4.8	Survey Cum GIS Expert - 1 No.	1	
4.9	Senior Civil Engineer - 4 Nos.	1	
4.10	Safety Officer – 1 No.	1	
5	<p>Quality of the presentation – the presentation should contain</p> <ol style="list-style-type: none"> a. Company profile & Differentiating factors b. Similar work experience c. Approach & Methodology (Proposed manpower, standard operating procedure and quality control mechanism, Work Plan, grievance redressal, value provided to Authority etc.) d. Technological solutions deployed by agency 	30	TECH-8
Total		100	

(i). Evaluation criteria for Key Personnel is as follows:

Educational Qualification	--	20%
Minimum Total Experience	--	30%
Relevant Sector Experience	--	50%

- (ii). A Proposal shall be rejected if the Team Leader scores less than 70% (seventy per cent) marks. In case the Selected Applicant has one Key Personnel, other than the Team Leader, who scores less than 70% marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Authority, would score 70% (seventy per cent) or above.
- (iii). **Date, time and venue for Technical Presentation shall be intimated later.**
- (iv). In the first stage, the Technical Proposal will be evaluated based on the parameters stated above. For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for opening of the Financial Proposal is **70**.

8.3 FINANCIAL EVALUATION (3rd Stage) : The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

The lowest evaluated financial proposal (Fm) will be given a maximum financial score of 100 points. The formula for determining the financial scores of other proposals will be computed as follows:
 $S_f = 100 \times F_m / F$, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the Proposal under consideration

Financial Proposal must be strictly using the formats attached in Section 5. No additional items/quantities other than that specified in the formats should be proposed by the Agency since the same shall not be considered for the evaluation/award.

Please note that for the purpose of bidding, the maximum value quoted by the bidders in the BOQ (uploaded with this RFP document) for Planning and Design services shall be capped at **0.5%** of the indicative project cost and for Supervision services shall be capped at **2.5%** of the indicative project cost.

The Financial Proposal should clearly identify as a separate amount, the local taxes (including social security), duties, fees, levies and other charges imposed under the applicable law, on the Agency, the sub-Agency, and their personnel (other than nationals or permanent residents of the government's country); unless the Data Sheet specifies otherwise. This cost, however, will not be considered in evaluation.

The name of the bidder along with the quoted financial price will be announced during the meeting.

9. Evaluation Process:

The highest evaluated Technical Proposal (**Th**) shall be given maximum Technical Score (St) of 100. The formula for determining the Technical Scores (St) of all other proposals is calculated as following:

$S_t = 100 \times T/Th$, in which “ S_t ” is the Technical Score, “ Th ” is the highest Technical Score given, and “ T ” is the Technical Score of the proposal under consideration.

Proposals shall be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T_w = the weight given to the Technical Proposal (0.7); P_w = the weight given to the Financial Proposal (0.3); $T + P = 1$) as following:

$$S = S_t \times T_w + S_f \times P_w,$$

- a) The Selected Applicant shall be the First Ranked Applicant (having the highest combined score). The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.
- b) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the bidder shall, however, be required to carry out such obligations without any additional compensation. In case under such circumstances, if Authority feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non responsive.
- c) The Evaluation Committee shall determine if the financial proposal is complete and without computational errors.

The award of work shall be done on QCBS basis (Quality cum Cost Based Selection) among the qualifying bidders.

10. Performance Bank Guarantee (PBG):

Within 7 days of notifying the acceptance of a proposal for award of contract, Selected Bidder shall have to furnish a Performance Bank Guarantee amounting to **10%** of the contract value in the form of BG pledged in favour of Commissioner, Bhubaneswar Municipal Corporation, payable at Bhubaneswar issued from any Nationalized/ Scheduled Bank, countersigned by its local branch at Bhubaneswar”, for a period of **three months beyond the entire contract period** (calculated from the date of effectiveness of the contract) as its commitment to perform services under the contract. Failure to comply with the terms & conditions of the contract agreement shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of contract provided there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the PBG.

11. Contract Negotiation

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and scope of work.

12. Award of Contract:

After completion of the contract negotiation stage, the Authority will notify the successful bidder in writing by issuing a Letter of Award (LOA) for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **12 months** from the date of effectiveness of the contract and shall be extended on mutually agreed terms. However, the time period shall be extended in line with the actual completion of the respective projects

13. Conflict of Interest:

Conflict of interest exists in the event of:

- (i). Conflicting assignments, typically monitoring and evaluation of the same project by the empaneled bidder;
- (ii). Agency, agencies or institutions (individuals or organizations) who have a business or family relation with the Authority directly or indirectly; and
- (iii). Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Authority as this would amount to their disqualification and breach of contract.

14. Disclosure:

- (i). Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
 - Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- (ii). Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or social security contributions.

15. Anti-corruption Measure:

- (i). Any effort by Bidder(s) to influence the Authority in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- (ii). A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Authority shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

16. Language of Proposals:

The proposal and all related correspondence exchanged between the bidder and the Authority shall be written in the English language. Supporting documents and printed literature that are part of the proposal may be in another language provided they are accompanied by an accurate translation of the relevant passages in English with self-certification for accuracy, in which case, for the purposes of interpretation of the Proposal, the translated version shall govern.

17. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its proposal. The Authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. A bidder is not allowed to submit more than one proposal under the selection process. Alternate bids are also not allowed.

18. Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Bhubaneswar only within Odisha.

19. Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Authority holds the option for cancellation of the contract for pending activities and completes the same from any other Project Management Consultant. The Authority may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Authority and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed timeline / milestone will enforce a penalty @ 1% per week of subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount may also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final. In such situations, the firm will be debarred from participation in future bids of this department for next five years from the date of this occurrence and notifications. In case of unapproved leaves for any resource, the pro-rata amount of the leave period may

be deducted from the invoice amount of the consultant. Such deduction shall be as per decision of the Authority.

20. Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Agency of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Authority's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Authority, the agency or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract.

21. Amendment of the RFP Document:

At any time before submission of proposals, the Authority may amend the RFP by issuing an addendum at www.bmc.gov.in only. Any such addendum will be binding on all the bidders. To give bidders reasonable time in which to take an addendum into account in preparing their proposals, the Authority may, at its discretion, extend the deadline for the submission of the proposals.

22. Authority's right to accept any proposal and to reject any or all proposal(s):

The Authority reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

23. Copyright, Patents and Other Proprietary Rights:

BMC shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Authority's request, the Agency shall take all necessary steps to submit them to the Authority in compliance with the requirements of the contract.

24. Replacement of Key Personnel:

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. **It may be noted that the Project Manager proposed for the Project shall be available for the entire duration of the Project.** If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace more than 1 Key Experts in the 1st six months, a penalty of 10% of the professional fee quoted for that Key Expert shall be imposed by the Client, the Consultants shall provide as a replacement a person of equivalent or better qualifications & experience. **Permission from the client shall be sought at least 1 month prior intends to replace any of the key experts.**

The consultant shall ensure that any such activity of replacement of the Key experts will not delay or affect the progress and quality of the service by Consultant

The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.

Allowable change limit for key professional is once (1) for the entire project duration of 12 months.

- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) **has reasonable cause to be dissatisfied with the performance of any of the Personnel**, then the Consultants shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client. The replaced key personnel shall not be professionally employed anywhere in Authority works. Authority shall not further consider CV of such key personnel directly or indirectly for any of its projects for this period.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents, the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- (d) In order to prevent the tendency of the personnel and consulting firm to submit incorrect and inflated CV, they should sign every page of CV before submission in order to authenticate that CV furnished by them is correct. The consulting firm and the personnel through consulting firm should be informed by Authority while accepting CV of the new personnel that if CV is found in correct and inflated at a later date, the personnel accepted would be removed from his assignment and debarred from further Authority works for a period of 3 (three) years. The Client reserves the right to verify all statements, information

25. Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the Agency and not involving the Agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the Agency, which prevents or delays the execution of the work. If a force Majeure situation arises, the Agency shall promptly notify Authority in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Authority in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Agency shall advise Authority in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than 15 days, if arising out of causes of Force Majeure, Authority reserve the right to cancel the contract without any obligation to compensate the Agency in any manner for whatsoever reason.

26. Settlement of Dispute:

In the case of dispute arising upon or in relation to or in connection with the contract between the Authority and the Agency, which has not been settled amicably, the same shall be resolved or settled by way of arbitration by the sole arbitrator to be appointed by Commissioner, BMC and the decision of the arbitrator shall be final & binding on both the parties. The arbitration shall be held in accordance to the provisions of Arbitration and Conciliation Act 1996 and the place of arbitration shall be only at Bhubaneswar

27. Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- Proposal submitted without Bid Processing Fee & EMD as applicable
- Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- Proposal is received in incomplete form
- Proposal is received after due date and time for submission of bid
- Proposal is not accompanied by all the requisite documents / information
- A commercial bid submitted with assumptions, conditions or uncertainty.
- Bids with any conditional technical and financial offer
- If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- Proposal is not properly signed
- Proposal is not conforming to the requirement of the scope of the work of the assignment.
- Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process
- If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
 - Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices

28. Liability:

The Liability of the selected Agency under this agreement in any case shall not be beyond the amount of fees payable to the selected Agency under this agreement.

29. Indemnity:

Selected Agency shall at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless BMC from all claims, judgements, actions or suits, proceedings, demands, liabilities, costs, losses damages and expenses arising out of or relating to (a) any negligent act or omission or intentional wrongdoing of the Selected Agency or its representatives; (b) any claim that the provision or utilisation of services or any portion thereof is not in compliance applicable laws, rules, regulations, orders of any governmental agency; (c) for injuries or damages to persons or property sustained by or claimed to have been sustained by anyone whomsoever by reason of the works undertaken by the Agency.

SECTION: 3

TERMS OF REFERENCE (TOR)

Terms of Reference (ToR)

1. Background

Bhubaneswar, capital city of Odisha is the center of economic and religious importance in the region. The city, with an abundance of greenery and an efficient civic body has become one of the cleanest and greenest cities of the country. Bhubaneswar Municipal Corporation is the largest Urban Local Body of the State and is engaged in several activities such as Sanitation, Engineering, Social Welfare, Enforcement etc. besides taking care of City beautification. Bhubaneswar has an extensive drain network. Several works have been undertaken by BMC to strengthen its drainage network. In order to supervise the projects in an efficient way and in lines with the best practices prevalent in the industry, BMC is inviting agencies to apply as Project Management Consultants for supervision and preparation of detailed design for the various projects in Odisha.

2. Objective

Projects are being / planned to be executed on various modes like turnkey, item rate etc. List shall be provided while award of work. Tentative list of the drain projects is mentioned below. New projects may be added in this list and/or existing projects may be deleted. The selected Project Management Consultant shall be responsible to fulfil services as per the scope of work, outlined in this RFP document for the projects, as instructed by the Authority. The objective of hiring an agency as Project Management Consultant is to develop & ensure smooth and streamline processes of the Quality Control, Site Supervision & Progress Monitoring of the below projects such that the projects are completed in a desired quality & cost-effective manner within the scheduled time frame. **An indicative number of projects with tenure are being mentioned in the RFP. However, within the contract period of 12 months, new projects may be added and accordingly, the number of manpower will be increased or decreased at respective sites after taking approval on the manpower deployment plan from the Client without any additional costs over and above the quoted percentage of the project cost.**

Project No.	Name of the Project	Details of the Projects	Geographical coverage within the city	Estimated Budget (In Cr.)
Project-1	Construction of drain from NH-16 at ISKON to Drain-10 via Beherasahi in Ward No. 37	Exclusive drain from ISKCON to Drain 10 via Behera sahi to be laid	1200	20.00
Project-2	Construction of syphon on Drain-5 under Daya West Canal at Santoshi Vihar.	Additional syphon on Drain -5 under Daya West to be constructed.	400X2X2	4.00
Project-3	Construction of syphon at OSCAR city with outfall at Ganguanalla	Additional syphon on Drain -6 under Daya West to be constructed.	250x2x2	5.00
Project-4	Diversion of Drain-1 at Aholyanagar, patia and from Aditya enclave to patia station road near Aharona Apartment.	To divert excess storm ingress into the society	450X2X2	6.00

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Project-5	Construction of drain from Shishu Bhavan Chhak to new forest park colony upto outfall on Drain-7	Construction of new RCC drain from Shishu bhawan to forest park area.	400 x2x2	10.00
Project-6	Construction of Parallel drain on both side of Daya West Canal to close the missing link.	Construction of RCC drain to receive the storm water from western side of Daya West Canal to transmit to Gangua i.e. eastern side of Data West.	400x2x2	15.00
Project-7	Construction of Box drain from Bhagbanpur IDCO drain to Ganguanalla	New box drain to cater storm water from AIIM area to Gangua.	1200x3x2	20.00
Project-8	Widening of different drains with RCC wall (Drain-1A, 4,7,9,10,8, 8A, 1)	Construction of RCC wall of existing drain to avoid flooding in surrounding areas.	900x2x2	30.00
Project-9	Construction of drainage channel on Rudrapur sub-minor upto prachi dhara.	Rudrapur sub minor as a missing link of Prachi dhara needs to be revamped till outflow in Daya river. The ambitious project shall solve waterlogging issues of major vulnerable location in Ward no. 4, 5 and NH 16.	800x5x3	60.00
Project-10	Development of drain to redress the water logging of AIIM and its surrounding areas.	Drainage network to resolve waterlogging issue developed at AIIMs after developmental change & construction of flyover.	250x2x3	5.00
Project-11	Construction of RCC lining of Drain No.-10 behind the Bayababa Matha	The earthen embankment of Drain No.-10 will be RCC wall to protect the alongside residence getting flooded.		5.00
Project-12	Widening of drain from NH to paikanagar chhak near Renault showroom and munda sahi.	Construction of Box Drain	300X2X1.5	3.00
Project-13	Construction of drainage channel from life style apartment to Budhinalla	The drainage channel shall carry storm discharge from prasanti vihar surrounding area till outfall on budhinalla	900X3X3	8.00
				191.00

3. Scope of Services

The scope of services in this RFP have been divided into two (2) parts:

3.1 Planning and Design Services

Planning and Design services, if required for some new projects, the selected bidder (the Project Management Consultant) may be engaged to conceptualize the project starting from scratch, shall also include Stakeholder Consultation, preparation of Master Planning, Detail Project Report (DPR), Estimation, Tender preparation, Bid Process Management etc. At the outset the selected bidder shall discuss the requirements outlined in this 'Scope of Work', including expectations of and possible constraints for implementation of the activity, with the Employer. The outcome of these discussions shall form the basis for the preparation of a Schematic Design Plan and Implementation Strategy. The intent is to complete this project within a stipulated period of time from notice to proceed. A work plan shall be prepared by the Project Management Consultant that shall be reviewed and endorsed by the Employer before its implementation.

Depending on the requirement, the Authority shall issue a Work Order for such a service separately to the selected bidder. The Work Order shall contain the indicative project cost for which Planning & Design services are being sought. Upon completion of contractual obligations, subsequent to the issue of Work Order, the selected bidder shall start the services.

Please note that for these assignments, an indicative scope of work is being provided below, but there might be minor changes to the scope depending on the nature and complexity of projects. The Work Order issued to the Project Management Consultant shall contain the detailed scope of work for the respective assignment. Please note that the selected bidder may be assigned projects across the state of Odisha for this scope of work.

The schedule of services for project mode are as given below:

A. Stage 1 - Concept Design

1. Site Investigations & Surveys:

- a. Undertake total station survey, topographical surveys, DGPS, bathymetric survey, and cadastral survey as required to document existing site conditions. The following survey information may need to be reviewed, if available and new surveys shall be undertaken, when required:
 - Total Station Survey of the site
 - Plot boundary and land revenue survey for the parcels which needs to be incorporated in the design.
 - Super imposing of revenue map and google map as external reference in AutoCAD topographic survey map
 - Traffic Survey
 - Utilities Survey
 - Any other Survey as may be required for design of the project on instruction of the Engineer
- b. The Project Management Consultant shall review and confirm that the surveys have been performed in adequate detail and accuracy for their preparation of design. Minimum three Permanent Bench Marks with validated Northing, Easting & Elevation to be established for

future references (Projection UTM Datum – WGS1984).

2. Existing Context Analysis:
 - a) Review of regulations, guidelines and previous planning documents - The Project Management Consultant shall research and identify all codes, requirements, guidelines and standards pertaining to the job requirements.
 - b) Review of existing documents: The Project Management Consultant shall review and understand all reports and data that relate to the project. This effort shall be used to verify information regarding the site/project.
 - c) Existing Asset Mapping: The Project Management Consultant shall incorporate the inventory of existing structures, water bodies, gardens and other important structures relevant for the project identified by respective agencies.
 - d) Architectural Design Elements: The Project Management Consultant shall study and recommend appropriate design elements that could form a part of the overall design language of the public realm including future public facilities.
 - e) Identify any gaps and potential solutions for bridging the gaps from a regulation's perspective (including ASI).
3. Infrastructure Investigation: The Project Management Consultant shall perform a detailed review of available data of infrastructure services and amenities within the project area.
 - a) Utilities: The Project Management Consultant shall list and locate, from the total station survey and on-site visits, on the existing condition plan, all public utilities and amenities. In addition, the Project Management Consultant shall identify any utilities and amenities that will require relocation or adjustment, temporary or permanent, for the project.
 - b) Level of Service: The Project Management Consultant shall evaluate the level of service that serves the area. If the services are deemed to be adequate for use on this site for future development, the Project Management Consultant must ensure appropriate space provisions for the same and provide recommendations for upgrading.
4. Operational Assessment
 - a) Public mobility assessment
 - b) Pedestrian movement assessment
 - c) Traffic circulation assessment
5. Concept Plan
 - a) Ascertain Employer's requirements & aspirations, examine site constraints & potential; and prepare a design brief for Employer's approval.
 - b) Prepare report on site evaluation, state of existing buildings, if any; and analysis and impact of existing and/ or proposed development on its immediate environs.
 - c) Prepare drawings and documents to enable the Employer to get done the preliminary soil investigation at the site of the project.
 - d) Furnish report on measures required to be taken to mitigate the adverse impact, if any, of the

existing and / or proposed development on its immediate environs.

- e) Prepare conceptual designs with reference to requirements given and prepare rough estimate of cost on area basis.

Deliverables for Stage 1

1. *Site Surveys Reports & Drawings in hard & soft (AutoCAD & PDF) copies (min 3 copies in*
2. *Need Analysis Presentation*
3. *Preliminary Concept Plan including:*
 - a) *Vision, Design Philosophy & Key Components*
 - b) *Development Project*
 - c) *Conceptual site plan at appropriate scale including site access road, utility & drainage*
 - d) *Schematic landscape plan*
 - e) *Schematic site sections*
 - f) *Summary spreadsheets as appropriate*
 - g) *Tentative block cost estimate*
4. *PowerPoint presentation summarizing the above deliverables.*
5. *3D Walk through / animation / video*
6. *At least 10 indicative images rendered to give the idea of the schematic*

B. Stage 2 – Schematic Design

1. Modify the conceptual designs incorporating required changes and prepare the preliminary drawings, sketches, study model, etc., for the Employer's approval along with preliminary estimate of cost on area basis.
2. The Project Management Consultant shall prepare material specifications and techniques, which are sensitive to the local context and principles of sustainability
3. The Project Management Consultant shall suggest design concepts to accentuate the vistas, vantage points, and accordingly suggest options for illumination for areas deemed essential.
4. The Project Management Consultant shall develop plans showing the vehicular and pedestrian access, streetscape, lighting, water supply, electricity supply, storm water drainage, sewerage and other work.
5. The Project Management Consultant shall also define components/program of development with due consideration to on social, cultural and historical values of the region.
6. The Project Management Consultant shall submit preliminary concept for all the relevant components supported by 3D visualizations along with a preliminary cost estimate.
7. The Project Management Consultant shall prepare site plan (layout plan) showing contours, features and services and facilities available, general layout of areas and services, preliminary sketches and designs with drawings, giving details of useful areas, services areas and circulation area.
8. The Project Management Consultant shall prepare and complete all finishes' schedules,

material specifications and techniques, which are sensitive to the local context and principles of sustainability.

9. The Project Management Consultant shall incorporate existing utility requirements including relocation work to be accomplished by the Contractor into the construction and phasing drawings as approved.
10. Prepare estimate as per OPWD and SoR norms. The estimate shall also include the items which are not present in OPWD and SoR norms, on prevailing market rate along with justification, specification.
11. The Project Management Consultant shall have to prepare quantity estimates and specifications of all services, general engineering works and landscaping specify environment friendly options with proven technology proposed to be incorporated for the works to be carried out at site.
12. During preparation of designs, if any new component is required to be added in addition as per requirement of the Project Management Consultant, the same may be incorporated in the designs.
13. The Project Management Consultant shall submit the design and modify it if considered necessary by the Project Management Consultant. Site inspections for finalization of above details shall be conducted by the Project Management Consultant.
14. Prepare appropriate physical and digital three-dimensional models (in the desired scale), visual displays and aids to adequately convey the design development, as per requirement of the Authority.
15. The Project Management Consultant shall examine the advantage and disadvantages of the methods by which the project could be implemented and chalk out the implementation strategy in which the details' regarding the responsibility of execution of major works, operation etc, shall be listed.
16. Prepare high quality animation videos (3-minutes length) of the proposed design to be used as promotional material for marketing and branding.
17. Marketing brochures and presentations.
18. Obtain the approval of the Authority and submit 6 copies of approved site plan (layout plan).

Deliverables for Stage 2

1. *Narrative report incorporating graphic diagrams and summary spreadsheet(s)*
2. *2D and 3D CAD drawings for site.*
3. *Consolidated facilities architectural and engineering drawings including plans, sections, and elevations, and 3d model in CAD and PDF (interior and exterior in REVIT).*
4. *3-minute animation video(s) showing the development character and salient features.*
5. *“Sketch-up” level 3-dimensional diagrammatic perspective studies to analyze massing and planning alternatives for the master plan concept.*
6. *Preliminary Project Report, including:*
 - a) *Urban Design Analysis*

- b) *Traffic Impact Analysis with future projections*
- c) *Infrastructure Analysis*
 - *Narrative memorandum describing site infrastructure, with an assessment of the existing infrastructure's condition and capacities.*

- 7. *3D Walk through animation / video*
- 8. *Final physical model at an appropriate scale*

**Please note – Wherever the Project Management Consultant is required to prepare photographs, videos, animations, marketing brochures or document the entire project using professional services, the Project Management Consultant shall be required to provide the Employer with 3 options for vendors providing such services. The vendor will eventually be selected by the Employer in consultation with the Project Management Consultant. All the deliverables of all stages from Project Management Consultant shall be submitted as signed and stamped in hard copies and digitally signed for soft copies*

C. Stage 3 – Preparation of Tender Documents

The Project Management Consultant shall prepare the tender document for selection of implementing agency for execution of the project on P1 / Item rate / Turnkey / EPC basis. The Project Management Consultant shall prepare such tender document based on the Standard Bid Document of Govt. of Odisha. The Project Management Consultant shall present the tender document to "tender review committee" and incorporate and modifications suggested.

- 1. Prepare tender drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

Deliverables for Stage 3

- 1. *Assumptions*
- 2. *BOQ & broad cost estimate*
- 3. *Project Branding*
- 4. *Material palette & broad specifications with sample images, etc.*
- 5. *List of applicable codes and standards*
- 6. *Sketches/ schematic drawings of non-negotiable design elements*
- 7. *List and schematic details of smart technology elements proposed in the design*
- 8. *Schematic drawings / images explaining major placemaking elements such as urban furniture, lighting fixtures and art installations.*
- 9. *Detailed tender drawing set, sufficient to explain the overall scheme, use of materials, construction technology or typical detailed proposed, etc.*
- 10. *Broad Estimates and technical specifications of various items proposed in the design*
- 11. *Tender document- Request for Proposal and Agreement.*
- 12. *Assist in preparing response to Pre Bid questionnaires (if any)*
- 13. *Contractor Selection*

3.2 Project Supervision Services

This shall form core of the 'Scope of Work' to be performed under this RFP document. The delivery of these services would require the selected bidder to deploy manpower as per requirement. These services entail:

A. Pre-Construction Phase

- i. The Project Management Consultant shall acquaint themselves with the data, drawings, designs, material report and other documents of the Detail Project Report (DPR), Master Plan/ Schematic plan, detail Estimate, block cost estimate, Architectural design, Structural design, MEPF design etc. including detail review and comprehensive due diligence of documents prepared by contractor's and planning/ design Consultants and point out any inconsistencies and inform the Employer. The Project Management Consultant shall also develop feasible remedies in order to fill up the gaps (if any) of reviewed documents
- ii. The Project Management Consultant shall carry out necessary review of topographical survey in comprehensive manner to verify the correctness of survey data acquired by using survey equipment like Total Station and DGPS, Auto Level; conform and establish the Bench Marks and Control Points in the field and record them; prior to commencement, during construction & post construction of the works.
- iii. The Project Management Consultant shall record the initial measurements jointly with the Contractor and Engineer's¹ representatives.
- iv. The Project Management Consultant shall review all drawings, plans, designs etc. before start of construction of any project and also during the construction period.
- v. The Project Management Consultant shall conduct the pre-construction review of manufacturer's reports and standard samples of manufactured Materials, and such other Materials as the Engineer may require.
- vi. The Project Management Consultant shall alert the Employer through a separate section named 'Pre Construction' status in their weekly progress report for shifting / relocation and removal of obstructions/ hindrances & challenges like shifting of utility, Land acquisition, Land purchase, Encroachment etc. prior to hand over to the Contractor and also during construction period, During the Pre-Construction Period, the Project Management Consultant shall review and recommend for approval of the Drawings furnished by the Contractor and design consultant along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Contractor, to the Engineer, in accordance with the provisions of the clauses of the Contractor's / Design consultant's/ Architect's Agreements.
- vii. The Project Management Consultant shall complete such review and send its observations to the Engineer and the Contractor within 14 (Fourteen) days of receipt of such Drawings; provided, however that in case of a Major Bridge or other major Structure, the aforesaid period of 15 (fifteen) days may be extended up to 30 (thirty) days, after discussion with the Engineer. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- viii. The Project Management Consultant shall communicate with respective Design Consultants/

Contractors to finalize list of drawings, designs, reports, work schedule and other deliverable documents in order to monitor and track the submittals and approval status during entire life cycle of the projects

B. Construction Phase

1. The Project Management Consultant shall discharge the duties delegated to it by the Engineer in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
2. The Project Management Consultant shall issue all necessary instructions to the contractor in consultation with and as delegated by the Engineer. The Project Management Consultant shall check and control the work to ensure that it is carried out according to contract agreements.
3. The Project Management Consultant shall be responsible to perform all works necessary to supervise and monitor the construction of the projects mentioned exclusively in this RFP document and undertaken by BMC as per the approved drawings, plans etc. The Project Management Consultant shall work under the control and guidance of the Engineer. In discharging such duties under the guidance of 'Engineer', the Project Management Consultant shall ensure accomplishment of construction works as per specifications and implementation program as mentioned in the respective contract agreements.
4. The Project Management Consultant shall perform the following duties and exercise the authority given to it by the Engineer in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the Engineer before determining:
 - a. Any Time Extension.
 - b. Any additional cost to be paid by the Authority to the Contractor;
 - c. Any Change of Scope and
 - d. The Termination Payment
5. The Project Management Consultant shall submit regular periodic reports, on Daily, Weekly & Monthly and as directed, to the Engineer in respect of its duties and functions under this Agreement. Monthly reports shall be submitted by the Project Management Consultant within 7 (seven) days of the beginning of every month.
6. The Project Management Consultant shall inform the Contractor, about the responsibilities delegated to it by the Engineer.
7. The Project Management Consultant shall make presentation and apprise the authority for all the projects regarding Scope, Schedule, Cost, Quality, Risk, Resource, Communication, Safety, Procurement, Stakeholder management and Integration of Projects on monthly basis and as & when required by the owner.
8. In cases where the Employer's prior approval in accordance with the provisions of relevant clause of the Contractor's Agreement is required, the Project Management Consultant shall ensure that such approvals are taken by the contractor.
9. The Project Management Consultant shall assist and advise the Engineer on any proposal for Change of Scope including verification of design, drawing and estimate.

10. During the Construction Period, the Project Management Consultant shall review and recommend for approval of the Drawings furnished by the Contractor/ design consultant along with supporting data, including the geo- technical and hydrological investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, structural design, architectural designs, Landscape, Mechanical Electrical Plumbing Fire (MEPF) designs etc., all relevant drawings and the recommendations of the Contractor, to the Engineer, in accordance with the provisions of the clauses of the Contractor's Agreements.
11. The Project Management Consultant shall complete such review and send its observations to the Engineer and the Contractor within 14 (fourteen) days of receipt of such Drawings; provided, however that in case of a Major Structure, the aforesaid period may be extended up to 15 (fifteen) days, after discussion with the Engineer. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
12. The Project Management Consultant shall review and recommend for approval of any revised Drawings sent to it by the Contractor and furnish its comments within 5 (Five) days of receiving such Drawings. The final approval of drawing should be authenticated by the Engineer.
13. On a daily basis, the concerned key personnel of Project Management Consultant shall inspect the Construction Works, as delegated. Following activities need to be undertaken during the visits.
 - Review of construction including progress, quality and safety of construction
 - Inspection of defects and deficiencies in construction works
 - Witnessing quality inspection tests at labs established by Contractor on a sample basis
14. The Project Management Consultant also needs to capture following documents and send the same to the Engineer via email on a daily basis:
 - Scanned copy of filled RFI (Request for Inspection) form including comment on 'Satisfactory/Unsatisfactory' nature of work completed by Contractor
 - Daily inspection report
 - Readings of quality inspection tests witnessed by the Consultant
 - Minimum 6 high resolution photographs supporting the remarks made by the Project Management Consultant in RFI form
15. Team Leader of the Project Management Consultant will be responsible for sending daily emails to the Engineer and Employer (when required).
16. On a monthly basis, the Project Management Consultant shall prepare a Monthly Report in accordance with the format prescribed below, setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works with the Scope of the Project and the Specifications and Standards. All data in the Monthly Progress Report should refer to the preceding month and should be submitted to the Engineer latest by the by 7th day of every month. In case of the last day being a public holiday, the next business day shall be considered. The Monthly progress reports (MPRs) shall not be required when the Defect liability period starts. Please note that the selected bidder shall have to submit such MPRs for each of the projects

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they've been allotted by the Authority. Key sections of the Monthly Progress Report are as follows:

S No.	Section	Sub-Sections
1	Project Overview <i>(to be limited to 1 page)</i>	1.1 Salient Features of the Project
		1.2 Project Milestones
		1.3 Location Map
		1.4 Key Plan
2	Project Progress	2.1 Detailed Construction progress in current month along with photos – highlighting delays if any from the baseline schedule
		2.2 Detailed layout plan
		2.3 Current issues and recommended actions by Project Management Consultant
		2.4 Delay analysis with specific responsibilities as per project wise matrix
3	Critical issues and Action taken	3.1 Pending issues and action log including details of all NCR's
		3.2 Obligations as per contract
4	Physical Progress	4.1 Detailed physical progress by components and catchup schedule if required
5	Change of Scope (COS)	5.1 Status of pending COS proposals
6	Mobilization of Resources	6.1 Resource mobilization by contractor/ concessionaire vis a vis requirement as per contractor work program
7	Risk Matrix	7.1 The status of risks, and their impact on project schedule, cost, scope & quality
8	Financial Progress Details	8.1 Status of payment certificates made to Contractors, their claims and disputes.
		8.2 Financial forecast for the coming month and cost monitoring report.
9	Summary of quality control tests	9.1 Tests witnessed by Project Management Consultant
		9.2 Tests conducted by Project Management Consultant
10	Monitoring of maintenance obligations during construction phase	10.1 Critical issues and 'action taken' log
		10.2 Cumulative defects and deficiencies
		10.3 Status of damages
11	Safety features	11.1 Pen picture on safety features at construction site
		11.2 Accident report
12	Annexures	Annex 1 onwards: Additional details provided by Project Management Consultant (Should include day by day project diary for preceding month)
		Detail Quality Report as Annexure of Monthly report

		Detail Safety report as Annexure of Monthly report
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17. In a separate section of the Inspection Report, the Project Management Consultant shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the project. The Project Management Consultant shall send a copy of its Inspection Report to the Engineer and the Contractor by 7th of every month. In case of the last day being a public holiday, the next business day shall be considered.

18. The Monthly Progress report shall also include but not limited to the following:

- a. Brief work summary for the preceding Month, including status of Environmental and Safety issues.
- b. Status of various cost elements such as cost of Work Performed, total payments received by the Contractor up-to-date, and status of advances and the status of financial securities. The comparison of the cost elements with the Cost Baseline shall be reflected in the report along with the schedule performance index, schedule variance, cost variance.
- c. Status of project duration, by comparing the progress with the Schedule Baseline. The output of project management in the form of Gantt chart, S curve, comparison with the baseline data.
- d. The summary of variations and change orders made during the quarter and their impact on the project.
- e. Updated baselines for Scope, Cost and Schedule.
- f. Consultant's mobilization proposal for the quarter
- g. Documentation on Lessons Learnt including the causes of issues, reasoning behind the corrective action chosen.

The monthly progress reports (MPRs) shall be submitted during the Defect liability period also. Please note that such MPRs shall have to be submitted by the selected bidder for each project that has been allocated to it by the Authority.

19. If at any time during the Construction Period, the Project Management Consultant determines that the Contractor has not made adequate arrangements for the safety of workers and Users in the zone of construction or that any work is being carried out in a manner that threatens the safety of the workers and the Users, it shall make a recommendation to the Engineer forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof. In case of occurrence of such incidents & upon delegated by the Engineer, the Project management Consultant shall directly notify the contractor in accordance with provision of the respective contract.

20. For determining that the Works conform to Specifications and Standards, the Project Management Consultant shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in the Contractor's Agreement and in accordance with Good Industry Practice for quality assurance.

21. The Project Management Consultant shall submit a Construction Supervision Manual identifying project specific Quality Management Plan (QMP), Field Quality Assurance Plan (FQAP), Inspection and Test Plan (ITP) and Quality Matrix including the quality requirements and /or standards for the project and documenting how the project will demonstrate compliance.

The Construction Supervision Manual shall provide necessary processes and metrics for Quality Management and shall include but not limited to the following:

- a. The quality standards that apply to the project, with reference to the technical specifications and codes
- b. Quality control, quality assurance and process improvement approaches for the project
- c. Quality control tools and techniques
- d. The responsibility chart/ matrix showing who will be involved in managing quality, when and what their specific duties will be
- e. The metrics that shall be used to measure quality
- f. Specific mentions about the parts of the projects or deliverables that will be measured and their time and frequency
- g. Check lists for inspection of material and processes
- h. Flow charting of processes to detect potential quality problems
- i. Scope for periodically quality audit
- j. Balance the needs of the quality with scope, cost, time, resources, and risk

The start of Quality Management involves setting quality targets. The "Quality Assurance Process" and "Quality Control Process" shall be undertaken, to measure and report the actual quality of deliverables, as parts, phases, or complete project. As part of the Quality Management, all quality issues shall be identified and resolved quickly.

22. The Project Management Consultant shall check 100 (hundred) percent of the quantity or number of tests or as directed by the Engineer, prescribed for each category or type of test for quality control by the Contractor.
23. The timing of tests referred to in Clause 22 (above), and the criteria for acceptance/rejection of their results shall be determined by the Project Management Consultant in accordance with the Contractor's Agreement. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice and all prevalent norms and codes.
24. In the event that results of any such tests conducted, establish any Defects or deficiencies in the Works, the Project Management Consultant shall require the Contractor to carry out remedial measures.
25. The Project Management Consultant, when delegated by the Engineer, may instruct the Contractor to execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work required on account of a Force Majeure Event, the provisions of relevant Clause of Contractor's Agreement shall apply.
26. In the event that the Contractor fails to achieve any of the Project Milestones, the Project Management Consultant shall undertake a review of the progress of construction and identify potential delays, if any. If the Project Management Consultant shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate within 15 (fifteen) days the steps proposed to be taken to expedite

progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Project Management Consultant shall review the same and send its comments to the Engineer and the Contractor forthwith.

27. The Project Management Consultant shall obtain from the Contractor, on behalf of the Engineer, a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued pursuant to relevant clauses of Contractor's Agreement.
28. Project Management Consultant may recommend to the Engineer for suspension of the whole or part of the Works if the work threatens the safety of the Users, pedestrians or public in general. After the Contractor has carried out remedial measures, the Project Management Consultant shall inspect such remedial measures forthwith and make a report to the Engineer recommending whether or not the suspension hereunder may be revoked.
29. If the Contractor carries out any remedial measures to secure the safety of suspended works and users, and requires the Engineer to inspect such works, the Project Management Consultant may inspect the suspended works, on behalf of the Engineer within 3 (three) days of receiving such notice, and make a report to the Engineer forthwith, recommending whether or not such suspension may be revoked by the Employer.
30. The Project Management Consultant shall be responsible for the overall Risk Management of the projects mentioned in this RFP document. This is a vital area of focus, as a part of overall project management. Risks affecting the project have to be identified and listed along with the analysis. The risk management shall include, but not be limited to the following:
 - To identify and record the risks that shall affect the project and analyze the root cause of the risks;
 - To categorize the risks as external, internal, technical, legal or unforeseen;
 - To perform a qualitative analysis of the risks and rank them;
 - To assess the likelihood of their occurrence, their urgency and potential impacts, give recommendations for overcoming the issues along with the time required for their solution to keep the project on schedule, cost and within scope;
 - To plan responses for the risks, to avoid, transfer, mitigate or accept the risks;
 - To get ready with contingency plans and fallback plans that would keep the project on track;
 - To indicate the Employer regarding the Reserves for Schedule and Cost.
31. The Project Management Consultant shall have no authority to relieve the Contractor of any of their duties or obligations under the contract or to impose additional obligations not included in the contract without sanction by the Employer. The Engineer may from time to time delegate to the Project Management Consultant any of the duties and authorities vested with the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor.

C. Consultancy Team

The key professionals to be deployed under this contract must be dedicated in nature. The consultant at anytime during the contract period shall have the set of manpower with the experience

and qualifications **as mentioned in Annexure 1**, available for the efficient and timely execution of the aforesaid projects. The Project Management Consultant shall provide the CVs and the details of the manpower along with the proof of their education qualification and experience certificates to the Authority with the technical Bid. Authority may anytime after the award of work and before deployment interact with the Project Management Consultant's proposed team to make an assessment of the suitability of the Key personnel proposed in line with the requirement of the project.

D. Supervision during Defect Liability Period

1. The Project Management Consultant shall be responsible to monitor the rectification of defects by the contractor during the Defect Liability Period as mentioned in the contractor's agreement.
2. In case any defect is brought to the notice of the Engineer during the defect liability period, then the Project Management Consultant shall issue a written notice to the contractor to rectify the defect within the time period as mentioned in the notice, as per the provisions and clauses of the Contractor's Agreement.
3. The Project Management Consultant is required to prepare and send the Quarterly Progress Reports (QPR) to the Engineer during the Defect Liability Period.

E. Assistance in Dispute Resolution

1. The Project Management Consultant shall serve as the nodal point of contact for any issues arising out of interpretation and implementation of any of the point(s) mentioned in the contract. It shall be responsible to answer to any such queries raised by the contractor. It shall also be responsible to maintain in a standard manner all such clarifications received from the contractor.
2. In cases where the dispute arising out of contract interpretation and /or execution of work has a cost or time impact, the Project Management Consultant shall recommend the best resolution (as per the provisions of the contractor agreement) to the Engineer for further approval.

F. Determination of Costs and Time

1. The Project Management Consultant shall determine the costs, and/or their reasonableness, that are required to be determined by Engineer under the Agreement in case of Change of scope or additional work.
2. The Project Management Consultant shall recommend the period of Time Extension that is required to be determined by the Engineer under the Agreement.

G. Payments Certification

1. The Project Management Consultant shall recommend to the Engineer to withhold payments for the affected works for which the Contractor fails to revise and resubmit the Drawings to the Project Management Consultant in accordance with the provisions of the Contractor's Agreement.
2. The Project Management Consultant shall, within 14 (fourteen) days of receipt of the Stage Payment Statement from the contractor, determine the amount due to the Contractor and prepare on behalf of the Engineer, an Interim Payment Certificate, recommending the release of the amount as per the terms of the Contractor's Agreement.

3. Project Management Consultant shall be expected to fully comply with all the provisions of the 'Terms of Reference', and shall be fully responsible for supervising the Designs, Construction and maintenance and operation of the facility takes place in accordance with the provisions of the Contractor's Agreement and other schedules. Any failure of the Project Management Consultant in notifying to the Engineer (Employer) and the Contractor on non-compliance of the provisions of the Contractor's Agreement and other schedules by the Contractor, non-adherence to the provision of this ToR and non-adherence to the time schedule prescribed under this ToR shall amount to non-performance.
4. The Project Management Consultant shall appoint its authorized representative, who shall make recommendations on behalf of it, to the Engineer. The Project Management Consultant shall take prior approval of Engineer before officially issuing any document to the Contractor. The proposal submitted shall also include the name of the authorized representative along with the authorization letter and power of attorney

4. DELIVERABLES

The Consultant shall submit the following deliverables as a part of their engagement with the BMC:

I. For Project Supervision Services :

1. Daily Progress Report (as mentioned in the Scope of Work above) to be submitted by 10:00 a.m on daily basis and Weekly Progress Report shall be submitted by 10:00 a.m of every Monday.
2. Monthly Progress Report (as mentioned in the Scope of Work above) to be submitted by the 7th calendar day of the Month

Please note that the above reports should comply with all requirements mentioned in Scope of Work of this RFP document.

II. For Planning & Design Services:

Sl. No.	Description of Items	Corresponding time frame
1	Deliverable for Stage 1 - Concept Design	End of Week 2
2	Deliverable for Stage 2 - Schematic Design	End of Week 4
3	Deliverable for Stage 3 - Preparation of Tender Documents	End of Week 6

5. Site Visit

Bidders are advised to submit their respective proposals only after visiting the as mentioned in Appendix – I to make an assessment of the existing condition and validating project information.

6. Payment Schedule

6.1 Payment for Planning & Design Services

Payment for the assignment shall be quoted by the applicant as a **lumpsum amount in INR**. This cost shall be further converted to a **percentage** of the total 'indicative project cost*' mentioned below. The cost derived from the percentage shall be inclusive of all statutory government taxes and duties (if any) as applicable but excluding GST. GST, at the prevalent rate shall be paid extra as applicable.

Please note that once the broad cost estimates for the projects are ascertained during preparation of tender documents by the agency and are approved by the Employer, all payments made to the agency till such date and all future payments due to the agency from that point, shall be adjusted as per the approved project cost (excluding the land acquisition cost) and the **percentage derived above.*

Please note that for the purpose of bidding, the maximum value quoted by the bidders in the BOQ (uploaded with this RFP document) for Planning and Design services shall be capped at **0.5%** of the indicative project cost. Any amount quoted for the assignment that comes to over 0.5% of the indicative project cost mentioned below, shall be fixed at 0.5% of the indicative value.

For the purpose of bidding, the average indicative project cost envisaged shall be considered as **INR 200 Crores**. Please note that this value is only for bidding purpose (derivation of the percentage as stated above) and the actual value of work and the number of projects that may be awarded might differ.

The payment schedule shall be as per the table below:

S. No.	Description of Items	Payment eligible as percentage of total Consultancy fee payable
1	Deliverable for Stage 1 – Concept Design	On deliverables submission – 20% On deliverables approval – 15%
2	Deliverable for Stage 2 – Final Design	On deliverables submission – 15% On deliverables approval – 20%
3	Deliverable for Stage 3 – Preparation of Tender Documents	On deliverables submission – 15% On deliverables approval – 15%

6.2 Payment for Project Supervision Services

The duration of the Consultancy shall be 12 (twelve) months and may be extended on the same terms & conditions, based on requirement. Deployment of Staff shall be approved by the Authority which is to be decided based on the requirement of the resources. **Payment shall be made as a percentage (%) of the Project Cost basis; based on percentage of the actual work completed and the payment made to the contractor.** The consultant shall be paid in proportion to the payment made to the contractor for a particular project as per the completion milestone of the project. The consultant shall raise an invoice as and when it becomes due. Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed provided in the Agreement and as and when approved by BMC.

Please note that for the purpose of bidding, the maximum value quoted by the bidders in the BOQ (uploaded with this RFP document) for the Supervision services shall be capped at 2.5% of the indicative project cost. Any amount quoted for the assignment that comes to over 2.5% of the indicative project cost mentioned below, shall be fixed at 2.5% of the indicative value.

7. Performance Review and Reporting

The Agency's performance would be reviewed regularly and monitored through the report submitted every day/week/month for the supervision work undertaken and the manpower deployed. Actions related to reporting shall be viewed as a major indicator of performance of the Agency.

The performance of the Agency's Team shall be considered complete in every month only upon timely submission of report of the repair and maintenance work carried out with due approval of the nodal officer and the report on the number of days attended by the deployed manpower in each plantation. The Report shall contain the problems encountered & solutions undertaken thereon and recommendations for future along with safety measures adopted and risk management.

Any correction/ modification/ alteration to the reporting suggested by the Authority shall be done promptly by the Agency and reported to the Authority within the time limit as set by the Authority. A draft Reporting Format shall be prepared by the Agency and shall be finalized in consultation with the Authority.

8. Facilities not to be provided by the Authority:

Attention is drawn to the following which are not to be provided by the Client and are to be arranged by the Consultant at his own cost.

- a. Accommodation and Transportation of the personnel of Project Management Consultant will be the responsibility of the Consultant.
- b. The Client will not provide project vehicles to the Consultant.
- c. The Consultant shall be responsible for making his own arrangements for survey equipment.
- d. Any other related information specific to the study / assignment which is necessary to be furnished to all the bidders.

9. Any other related information, which is necessary to be furnished to all the bidders.

i. Performance Clause

Agency shall be expected to fully comply with all the provisions of the 'Terms of Reference' as mentioned. Failure of the Agency in any aspect of notification of BMC of any major faults and non-adherence to the provision of T o R and non-adherence to the time schedule prescribed under T o R shall amount to non-performance.

ii. Performance Security

The Agency shall submit a Performance Guarantee for an amount equal to 10% of the value of the Contract in the form of a Bank Guarantee from Nationalized / Scheduled Commercial bank having its local branch offices in Bhubaneswar. The Performance Guarantee shall be valid for 3 months beyond the contract period and shall be returned after the completion of the said period.

Annexure – 1 : Consultancy Team/ Key Professionals

Sr. No.	Description of position to be deployed	No. of people required	No. of Years' Experience required	Details of Experience Required	Tasks and Responsibilities
1.	Team Leader	1	10	BE in Civil with 7 years' Experience of design and execution of urban drainage/sewerage works (Three years' experience as Team Leader or Deputy Team Leader)	<p>The team leader shall have Overall responsibility to assist BMC to achieve successful implementation of drainage works including;</p> <ul style="list-style-type: none"> • Survey, planning for preparation of Master plan and DPR for Drainage project at in any Municipal Area, & its approval from competent authority. • Preparation of the Bid document, bid process and award of work • Accomplish Contract management activities • Overall supervision of all design and construction activities as described in the Scope of Work and managing the activities of the Team members. • Review work plan and work progress periodically, and compliance to safety requirements, quality requirements, contractual requirements, and timely implementation of the works within the allotted budget. • Reviewing all Engineering designs, including their appropriateness in terms of prevailing practices • Support BMC in overall project management and administration quality related outputs • Review the structural, technical, and non-technical reports including all designs, and drawings. • Provide advice on critical contract related issues and claims, arising during contract implementation. • Ensure overall compliance of all contract agreement line with the Contract Agreement" to the Employer for further taking necessary action. • Responsible for monitoring and following up all the statutory compliance viz., Environmental, social, etc.
2.	Construction Manager	1	8	BE in Civil with 5 years' Experience in execution of urban drainage/sewerage	Reporting to Team Leader and Overall responsible for implementation of Drainage Works, job includes review and recommendation on submissions done by Contractor for

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Sr. No.	Description of position to be deployed	No. of people required	No. of Years' Experience required	Details of Experience Required	Tasks and Responsibilities
				works (Three years' experience as Construction Manager)	<ul style="list-style-type: none"> • Construction Planning, QA/QC documentation, Survey Methodology, Construction methodology, resource mobilization schedule, Utility shifting schedule, identification of hindrances and their removal schedule. • Verification of confirmative survey works, implementation of QA/QC and Safety Health and Environment construction supervision activities, and quality control implementation as per approved QA QC plan. • Prepare implementation plan for each site and each individual construction works. Review Contractors construction work plan and undertake field visits to assess their implementation. • Reviewing the mobilization of the contractors' resources (personnel, equipment, machines, materials, funds, etc.) and recommending additional resources to be mobilized to complete the works according to the implementation schedules and to the required specifications. • Identify and address critical areas/issues that could delay/hinder the construction progress. • Supervising and monitoring of the works done by the contractors. • Verification of measurement of works, and invoices submitted by Contractor. • Suggest innovative ideas as per site requirement to expedite work progress, and Review and recommending innovative ideas submitted by Contractor to achieve targeted completion of works with good quality and specified time. • Review and recommend variation proposals, Contract management issues. • Having regular meetings with the contractors, and the BMC to operationalize all recommendations in an efficient and effective manner.

RFP for Selection of Project Management Consultant (PMC) for various Drain Projects in
Bhubaneswar

Sr. No.	Description of position to be deployed	No. of people required	No. of Years' Experience required	Details of Experience Required	Tasks and Responsibilities
3.	Hydraulic Design Engineer	1	8	BE Civil and M-Tech in Water Resources/ Hydrology (5 years Experience in design Hydrology & Hydraulics for drainage system), experience in design of drainage system by use of hydraulic modelling software, like sewer open flow,/ PCSWMM, Mike Plus, Tu- Flow etc.	Reporting to Team Leader and responsible for hydraulic design of drainage system. Job includes; <ul style="list-style-type: none"> Rainfall data analysis and generation of IDF curve for specific return period. Demarcation of Catchment area for each drain by use of survey data, Reporting to Team Leader and responsible for hydraulic design of drainage system. Job includes <ul style="list-style-type: none"> Calculation of discharge, Hydraulic modelling of drainage system for each watershed and fixing hydraulic dimension of drains with their gradient. Identification of flood prone areas. Design Report preparation
4.	Civil Design Engineer (Structural Engineer)	1	5	BE civil with ME in Structural Engineering with 5 years' Experience. in design of water retaining structures	Reporting to Team Leader and responsible for hydraulic design of drainage system. Job includes <ul style="list-style-type: none"> Review soil investigation reports and safe bearing capacity calculations. Structural Design and all drawings for Drainage system on the basis of hydraulic dimensions.
5.	Electro-Mechanical Engineer	1	7	BE Electrical/Mechanical Engineer with 5 years' Experience in Design of Water Supply/ Drainage / Sewage / Pumping stations	Reporting to Team Leader and responsible for hydraulic design of drainage system. Job includes; <ul style="list-style-type: none"> Design of pumping system for drainage pumping station. Design of electro-mechanical system including power supply Design of SCADA system
6.	Quality Control Engineer -Civil	1	5	BE Civil Eng. with 3 years' Experience in quality control work of sewerage/ drainage works	Reporting to Team Leader and responsible for Quality Control work; <ul style="list-style-type: none"> Prepare / Review the Quality Assurance plans in line with civil design and engineering aspects and review the implementation of the same.
7.	Quantity Surveyor	1	5	BE Civil Eng. with 2 years' Experience in quantity surveying	Reporting to Team Leader and responsible for Quantity Surveyor work; <ul style="list-style-type: none"> Assess detailed quantities for the various civil related components and accordingly prepare detailed cost estimates for the work packages.

RFP for Selection of Project Management Consultant (PMC) for various Drain Projects in
Bhubaneswar

Sr. No.	Description of position to be deployed	No. of people required	No. of Years' Experience required	Details of Experience Required	Tasks and Responsibilities
				work of sewerage/ drainage works	<ul style="list-style-type: none"> • Collect market rates for various work items no included in schedule and prepare detailed rate analysis for acceptance. • In coordination with Team members assess the scope of the various item of works included in the bid package for completeness. • Responsible for review of bills/invoices submitted by the Contractor, including variations. Review submission of rates submitted by Contractor for extra items as applicable
8.	Survey Cum GIS Expert	1	8	Diploma in Civil Engineering with 5 years, Experience in Survey and GIS Works	Reporting to Team Leader and responsible for hydraulic design of drainage system. Job includes;
9.	Senior Civil Engineer	4	8	BE in Civil Eng. with 8 years' Experience (5-year experience in Construction of Drainage works)	Reporting to Team Leader/ Construction Manager and responsible for Construction Supervision works, Job includes; <ul style="list-style-type: none"> • Assist and coordinate the work allocated by team leader and Construction Manager • Review of weekly progress of works with Client • Reporting daily progress, weekly progress to Construction Manager • Daily site works planning and its achievement, Supervision, coordination • Review test result done by contractor, • Verify joint measurement submitted by Contractor.
10.	Site Engineer	4	5	BE Civil Engineering with 5 years' Experience / Diploma in Civil Engineering with 10 years' Experience)	Reporting to Construction Manager/ Senior Engineer and responsible for Construction Supervision works, Job includes; <ul style="list-style-type: none"> • Assist and coordinate the work allocated by Construction Manager/ Senior Engineer • Review of daily progress of works with Client • Reporting daily progress, weekly progress to resident engineer • Daily site Supervision, coordination • Witness quality test done by contractor,

RFP for Selection of Project Management Consultant (PMC) for various Drain Projects in
Bhubaneswar

Sr. No.	Description of position to be deployed	No. of people required	No. of Years' Experience required	Details of Experience Required	Tasks and Responsibilities
					<ul style="list-style-type: none"> • Verify joint measurement submitted by Contractor.
11.	Safety Officer	1	5	BE in any Engg with Safety Qualification	Reporting to Team Leader/ Construction Manager and responsible for Construction Supervision works, Job includes; <ul style="list-style-type: none"> • Review safety plan submitted by the contractor • Monitor safety aspects during construction • Organize safety training for the construction staffs • Review safety documents submitted by the contractor • Submit safety compliance report

NOTE: .

1. Age limit for key personnel should not be more than 60 years.
2. It is mandatory to give date of birth & nationality of each personnel.
3. For degrees equivalent to B.E./ B.Tech., it shall be responsibility of the Consultant to confirm that the said degree is equivalent to the required professional qualification by way of undertaking of the individual person.
4. The consultant should provide at least minimum of the above indicative man-month in their technical and financial proposal. If consultant has provided man-months lesser than the above indicative man-months, the proposal will be rejected at any stage of evaluation. However, consultant is free to provide additional man-months if needed.

SECTION : 4

TECHNICAL PROPOSAL SUBMISSION FORMS

TECH -1

COVERING LETTER

(ON BIDDER'S LETTER HEAD)

[Location, Date]

To,

The Executive Engineer (Central Tender Cell),

Bhubaneswar Municipal Corporation

ICOMC Tower

Janpath, Unit-9

Bhubaneswar - 751022, Odisha

**Subject: Engagement of Project Management Consultant (PMC) for various Drain Projects
in Bhubaneswar**

Dear Sir,

1. With reference to your RFP document no. _____, dated _____, I/We, having examined the RFP Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Consultant for the aforesaid Project, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Project Management Consultant for the design and supervision of the drain Project during the Contract Period.
4. I shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the BID.
5. I acknowledge the right of the Authority to reject our BID without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I declare that:
- (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - (c) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
 - (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the BID Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Bidders to BID for the Project, without incurring any liability to the Bidders, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the event such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
13. In the event of i/we were declared as the Selected Bidder, I/we agree to enter into an Agreement in accordance with the draft that has been provided to me/us. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

RFP for Selection of Project Management Consultant (PMC) for various Drain Projects in
Bhubaneswar

14. I have studied all the Bidding Documents carefully and also surveyed the project area. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Agreement.
15. The BID Security/ EMD is attached.
16. The documents accompanying the Technical Bid, as specified in the RFP, have been submitted in separate files.
17. I agree and understand that the BID is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our BID is not opened or rejected.
18. The BID Price has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
19. I agree and undertake to abide by all the terms and conditions of the RFP document.
20. I shall keep this offer valid for 180 (one hundred and eighty) days from the BID Due Date specified in the RFP.
21. I hereby submit our BID and offer a BID Price as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

In witness thereof, I submit this BID under and in accordance with the terms of the RFP document.

Yours faithfully,

Authorized Signatory with Date and Seal:

Name and Designation: _____

Address of Bidder: _____

TECH -2

Bidder's Organization (General Detail)

Sl. No.	Description	Full Details
1	Name of the Bidder	
2	Address for communication: Tel : Fax: Email id:	
3	Name of the authorized person signing & submitting the bid on behalf of the Bidder: Mobile No. : Email id :	
4	Registration / Incorporation Details Registration No: Date & Year. :	
5	Local office in Odisha If Yes, Please furnish contact details	Yes / No
6	Bid Processing Fee Details Amount: Online reference No. : Date: Name of the Bank:	
7	EMD Details Amount : Online reference No.: Date: Name of the Bank:	

RFP for Selection of Project Management Consultant (PMC) for various Drain Projects in
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8	PAN Number	
9	Goods and Services Tax Identification Number (GSTIN)	
10	Willing to carry out assignments as per the scope of work of the RFP	YES
11	Willing to accept all the terms and conditions as specified in the RFP	YES

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

TECH -3

Bidder Organization (Financial Details)

Financial Information in INR				
Details	FY <u>21-22</u>	FY <u>22-23</u>	FY <u>23-24</u>	Average
Average Annual Turnover (in Crore).				
Supporting Documents: Audited certified financial statements for the last Three FYs (preceding the Financial year in which the proposal is due) (Submission of copies of Income & Expenditure Statement and Balance Sheet for the respective financial years is mandatory along with this form). In case audited statement for FY 23-24 are not available, bidder may provide provisional statement certified by a chartered Accountant for the same. <i>Filled in information in this format must have to be jointly certified and sealed by the CA and the authorized representative of the bidder and to be furnished in original along with the technical proposal failing which the proposal will be out rightly rejected. No scanned copy will be entertained.</i>				

Signature and Seal of the Company Auditor with Date in original

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: __

[NB: No Scanned Signature will be entertained]

TECH -4

FORMAT FOR POWER OF ATTORNEY

(On Stamp Paper)

Know all men by these presents, We [name of the company/firm/trust/organization/agency and address of the registered office] do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),and presently residing at, who is presently employed with us, as our true and lawful attorney (hereinafter referred to as the **Attorney**) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for providing _____ Services to **BMC**), including but not limited to signing and submission of all Proposal documents and other documents and writings, participate in investor consultations and other conferences and providing information/responses to BMC, representing us in all matters before BMC, signing and execution of all contracts including undertakings consequent to acceptance of our Proposal, and generally dealing with BMC in all matters in connection with or relating to or arising out of our Proposal and/or upon award of the Project to us and/or till the entering into of the service agreement with BMC.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

(Notarized)

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

TECH -5

(BIDDER'S PAST EXPERIENCE DETAILS)

Details of the similar assignments undertaken / completed during the last Five years:

S. No.	Name of Project	Name of Authority with address and contact numbers	Date of Award of Contract	Date of completion of assignment (for both completed and ongoing projects)	Period of Service	Description of project area	Contract Value (in INR)	Description of services provided
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)

Authorized Signatory [*In full and initials*]: _____

Name and Designation with Date and Seal: _____

Note: Bidders are requested to furnish the list of assignments of similar nature undertaken during the last 5 Years (preceding the Proposal Due Date) as per the above prescribed format only. Information not conforming to the above format will be treated as non-responsive. Copies of the Work order / Contract Document and Completion Certificate from the previous Clients need to be furnished along with the above information..

TECH -6

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THEREOF

Are there any activities carried out by your Agency which are of conflicting nature as mentioned in Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (6). If yes, please furnish details of any such activities.

If no, please certify,

IN BIDDER' S LETTER HEAD

I, hereby declare that our Agency _____ as Individual is not indulged in any such activities which can be termed as the conflicting activities as mentioned in **Section 2: [Information to the Bidder] under Eligibility Criteria: Clause 1, Point (6)**.

I, also acknowledge that in case of misrepresentation of any of the information, our proposal / contract shall be rejected / terminated by the Authority which shall be binding on us.

Authorized Signatory [In full initials with Date and Seal]: _____

Communication Address of the Bidder: __

TECH -7

Undertaking for Non-Blacklisting on Stamp Paper

[On the Stamp Paper of appropriate value in shape of a notarized affidavit]

I/we, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Ministry / Department/ Office or by any Public Sector Undertaking (PSUs) and I/we are not blacklisted by any authority and that no debarment/blacklisting subsists as on the Proposal Due Date.

Yours sincerely,

Authorized Signature

[In full and initials]: _____

Name and Designation of the Signatory:

Name of the Bidder and Address

TECH -8

DESCRIPTION OF APPROACH, METHODOLOGY & WORK PLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. **Please do not repeat/copy the ToR here.**

B. Company profile & Differentiating factors

C. Similar work experience

D. Approach & methodology (Proposed manpower, standard operating procedure and quality control mechanism, Work Plan, grievance redressal, value provided to Authority etc.)

- a. Detail research design including sample design and estimation procedure.
- b. Field Process Protocol control
- c. Suggestive tools for data collection.
- d. Analysis of field data and preparation of reports
- e. Any other issues

E. Technological solutions deployed by agency:

The bidder should propose technological solutions that would be adopted under the proposed assignment with sub-activities

F. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub- activities (week wise). (Graphical representation)

SECTION: 5

FINANCIAL PROPOSAL SUBMISSION FORMS

SECTION 5: APPENDIX -1

FINANCIAL PROPOSAL SUBMISSION FORM

(To be furnished with Financial Bid in .pdf format)

FROM

(NAME OF THE FIRM)

TO

The Executive Engineer (Central Tender Cell),

Bhubaneswar Municipal Corporation

ICOMC Tower

Janpath, Unit-9

Bhubaneswar - 751022, Odisha

**Subject: Engagement of Project Management Consultant (PMC) for various Drain
Projects in Bhubaneswar**

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our proposal.

Our attached financial proposal is _____% (exclusive of GST and other applicable taxes).

The financial quotation shall be % (percentage) of an indicative project cost of **Rs. 200.00 Crores**.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to the expiration of the validity period of the proposal, i.e., [Date].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We understand you are not bound to accept any proposal you receive.

We remain,

Yours sincerely,

Managing Director/Head of the firm/
Authorised Representative of the firm *
Name of the firm Address

SECTION 5 : APPENDIX -2

BREAK UP OF COST ESTIMATES & FEE QUOTED

Sr.no.	Item	Unit	Rate (%)	Amount (In INR)
A	Planning & Design Services:			
	As a percentage of Estimated Project Cost The financial quotation shall be % (percentage) of an indicative project cost of Rs. 200.00 Crores.	%		
B	Supervision & Monitoring Services:			
	As a percentage of Estimated Project Cost The financial quotation shall be % (percentage) of an indicative project cost of Rs. 200.00 Crores.	%		
	Total			

Note:

1. GST shall be paid extra
2. Quantities provided in the Financial Bid format are for the purpose of arriving at an approx. financial bid amount. However, the payment shall be made on the basis of actual amount of projects executed.

SECTION 6

BID SUBMISSION CHECK LIST

Annexure – I

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL			
1.	Filled in Bid Submission Check List (ANNEXURE-I)		
2.	Covering Letter (TECH -1)		
3.	Bid Processing Fee of Rs. ___/- in form of DD/BG		
4.	Bid Security/ EMD		
5.	General Details of the Bidder (TECH - 2)		
6.	Financial Details of the Bidder (TECH - 3)		
7.	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
8.	Similar Project Experience of the Bidder (TECH - 5)		
9.	Self-Declaration on Potential Conflict of Interest (TECH - 6)		
10.	Undertaking for Non-Blacklisting on Stamp Paper (TECH – 7)		
11.	Description of approach, methodology & work plan to undertake the assignment (TECH – 8)		
12.			
13.			

Undertaking:

- *All the information have been submitted as per the prescribed format and procedure.*
- *Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- *All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,

The _____,

Bhubaneswar Municipal Corporation

ICOMC Tower

Janpath, Unit-9

Bhubaneswar - 751022, Odisha

**Subject: Engagement of Project Management Consultant (PMC) for various Drain Projects in
Bhubaneswar**

WHEREAS__ (Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service for “**Project Management Consultant (PMC) for various Drain Projects in Bhubaneswar**” (herein called contract) **AND WHEREAS** it has been stipulated by **Executive Engineer (Central Tender Cell), BMC, Odisha** in the said contract that the agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract; **AND WHEREAS** we have agreed to give the supplier such a bank guarantee; **NOW THEREFORE** we hereby affirm that we are guarantors and responsible to you, on behalf of the Agency, up to a total of _ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the __day of _, <Year>

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt_____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch